

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH
CENTRAL DIVISION**

MICHAEL L., AND M.L.,)	CASE NO. 4:21-cv-00032 - DN
)	
Plaintiffs,)	
)	
v.)	
)	
ANTHEM BLUE CROSS AND BLUE)	
SHIELD and DEFENDERS INC.)	
MEDICAL BENEFITS PLAN,)	
)	
Defendants.)	

DECLARATION OF MICHELLE KERSEY

I, Michelle Kersey, affirm the truth of the following representations.

1. I am a legal specialist with Anthem Insurance Companies, Inc.
2. The facts stated in this declaration are based on my personal knowledge or the business records of Anthem Insurance Companies, Inc., and I am competent to make all statements made in this declaration.
3. Anthem Insurance Companies, Inc. ("**Anthem**"), is an Indiana corporation headquartered in Indianapolis, Indiana.
4. No Anthem employee located in Utah was involved in the actions relevant to the above-captioned case, and Anthem did not take any action relevant to this case from a location in Utah.
5. Defenders, LLC ("**Defenders**") offered its employees and their families, including Michael L. and M.L., health benefits through an employee benefits plan, the Defenders Inc. Medical Benefits Plan (the "**Plan**").

6. Defenders secured health plan benefits for its employees and served as the Plan sponsor. An authentic copy of the Plan is attached as **Exhibit A**.

7. The contract between Defenders and Anthem was executed and delivered entirely in Indiana.

8. The Plan has been administered in and had members in Indiana.

9. The Plan documents are located in Indiana.

10. The Plan's administrators are located in Indiana.

11. None of the Anthem employees who manage and handle payment of approved benefits claims under the Plan are based in Utah.

12. Approved claims for health benefits are paid on behalf of the Plan by Anthem or Anthem vendors who are not located in Utah.

13. Traveling to and from Utah would pose a significant burden for the Anthem employees who manage and handle payment of approved benefits claims under the Plan and for Anthem's regular outside counsel, nearly all of whom are Indiana residents and none of whom resides in Utah.

14. Anthem does not have access to Utah-based counsel with the same level of pre-existing knowledge of its operations as Anthem's regular Indiana-based counsel has.

15. Anthem made decisions about coverage for Plaintiff M.L. in locations entirely outside of Utah.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: June 25, 2021

/s/ Michelle Kersey
Michelle Kersey